

EXHIBIT G

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION
4 UNILOC USA, INC., et al., Case Nos.: 3:18-cv-00360-WHA
Case Nos.: 3:18-cv-00363-WHA
5 Plaintiffs, Case Nos.: 3:18-cv-00365-WHA
Case Nos.: 3:18-cv-00572-WHA
6 vs.
7 APPLE INC.,
8 Defendant.

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CONFIDENTIAL - ATTORNEYS' EYES ONLY
DEPOSITION OF EREZ LEVY
Friday, September 21, 2018

REPORTED BY:
APRIL DAWN HEVEROH, RPR, CLR, CCRR, CSR No. 8759

1 A. I am not aware.

2 Q. Did you take any steps to verify any amendments
3 that may have happened prior to May 3rd, 2018?

4 A. Not specifically to the patent license
5 agreement.

6 Q. If you go with me still on the first page, near
7 the bottom do you see it reads, "Whereas, in
8 consideration of the investments set forth in the
9 purchase agreement, licensor agreed to certain rights,
10 including rights to license patents and patents
11 applications, to the licensee for the benefit of the
12 secured parties"?

13 A. I see that paragraph.

14 Q. Those patents are listed in schedule I(a) of
15 the purchase agreement as updated from time to time?

16 A. Is that a question?

17 Q. Yes.

18 A. I don't know.

19 Q. If you read the next paragraph it begins,
20 "Whereas, licensor is the owner of certain patents and
21 patent applications identified in schedule I(a) of the
22 purchase agreement as updated from time to time." Did I
23 read that correctly?

24 A. You did read it correctly.

25 Q. Did the parties intend for all patents owned by

1 Uniloc Luxembourg and Uniloc USA to be part of this
2 license to Fortress Credit?

3 A. I do not recall.

4 Q. Are you aware of any patents that were excluded
5 from this license?

6 A. I do not recall.

7 Q. Did you take any steps to verify whether the
8 parties intended for all patents owned by Uniloc
9 Luxembourg to be part of this license to Fortress
10 Credit?

11 A. In preparation for this deposition?

12 Q. Or in general.

13 A. No.

14 Q. Did you take any steps to determine whether any
15 particular patents were excluded from this license
16 between Fortress and Uniloc?

17 A. No.

18 Q. Nevertheless, sitting here today, you're not
19 aware of any patents that were excluded from this
20 license, correct?

21 A. That is correct.

22 Q. To the best of your understanding, this
23 agreement was intended to include all of Uniloc
24 Luxembourg's patent portfolio, correct?

25 A. Yes.

1 Q. And to the best of your understanding, this
2 agreement was intended to include the patents that
3 Uniloc Luxembourg later acquired from Hewlett Packard,
4 right?

5 A. Yes.

6 (Whereupon, Defendant's Exhibit 1012 was marked
7 for identification.)

8 BY MS. NEFF:

9 Q. I have marked as an exhibit the revenue sharing
10 and note and warrant purchase agreement as amended.
11 Mr. Levy, do you see that this revenue sharing and note
12 and warrant purchase agreement was entered into on
13 December 30th, 2014?

14 A. I do.

15 Q. And there were three amendments to this revenue
16 sharing agreement: One on February 24th, 2015, one on
17 May 27th, 2016, and one on May 15th, 2017, correct?

18 A. Yes.

19 Q. Why was the revenue sharing agreement between
20 Uniloc and Fortress amended on February 24th, 2015?

21 A. Sorry. Repeat the question and the dates.

22 Q. Why was the revenue sharing agreement between
23 Uniloc and Fortress amended on February 24th, 2015?

24 A. We decided to fund more money into the company.

25 Q. Why was the revenue sharing agreement between

1 Uniloc and Fortress amended on May 26th, 2016?

2 A. We decided that we would like to invest more
3 money in the company.

4 Q. Why was the revenue sharing agreement between
5 Uniloc and Fortress amended on May 15th, 2017?

6 A. That was part of the financing -- the last
7 financing we did in May 2000 -- sorry. That's '17 --
8 yeah, part of the last financing we did as part of the
9 three transactions we did for them.

10 Q. As part of the transactions that you did before
11 the May 2018 asset purchase agreement, right?

12 A. Yes. Thank you.

13 Q. How did any of the amendments to this revenue
14 sharing agreement change Fortress' security interest in
15 the patent portfolio of the Uniloc entities listed on
16 this page?

17 A. Can you repeat that question. Sorry.

18 Q. I'll ask a better question.

19 A. Yeah.

20 Q. You testified that over time, Fortress decided
21 to invest more money in Uniloc, correct?

22 A. Correct.

23 Q. And over time, Fortress amended -- withdrawn.

24 Over time Fortress and Uniloc amended this
25 revenue sharing agreement at times that corresponded

1 with Fortress deciding to loan Uniloc more money. Is
2 that fair?

3 A. Yes.

4 Q. Are you aware of any changes to Fortress'
5 security interest in the Uniloc entities' patent
6 portfolio that accompanied the amendments to this
7 revenue sharing agreement?

8 A. I'm not aware of any.

9 Q. And did you take any steps to investigate
10 whether Fortress' security interest in Uniloc's patent
11 portfolio changed when the revenue sharing agreement was
12 amended in 2015, 2016 or 2017?

13 A. I did not.

14 Q. If you go with me to page 281 of this document
15 or ending in 281, do you see near the bottom of this
16 page there's a list of appendices, schedules and
17 exhibits?

18 A. Yes.

19 Q. Would you take a minute to look at the list of
20 schedules, appendices and lists.

21 A. Just the list of them?

22 Q. Just the list of them.

23 A. Okay.

24 Q. Have you searched for or taken any steps to
25 locate the documents listed on pages 281 and 282?

1 A. No.

2 Q. Were you aware that Apple had requested
3 production of these documents and that Judge Alsup had
4 ordered that they all be produced?

5 A. I was not aware.

6 MS. NEFF: Counsel, as of today, Uniloc has
7 still not produced all of the documents listed in this
8 agreement despite Judge Alsup's order instructing it to
9 do so and despite Apple's multiple requests for those
10 documents. So Apple will hold this deposition open
11 until all such documents are produced, and as we
12 informed you on September 19th, Mr. Levy may need to sit
13 for a second deposition once Uniloc produces the
14 documents the Court ordered it to produce more than a
15 week ago.

16 MR. FOSTER: So just help me. What documents
17 have we not produced?

18 MS. NEFF: We can have that discussion after
19 the deposition, but I would point to you in part to the
20 appendices, schedules and exhibits to the revenue
21 sharing agreement, as it is my understanding that as of
22 today, not all of those appendices have been produced.

23 MR. FOSTER: So you'll have to send me a list
24 of what you claim was not produced, and I'll look into
25 that, but -- well, I won't say anything further at the

1 moment.

2 MS. NEFF: Thank you, Counsel.

3 Q. Do you see that in the revenue sharing
4 agreement we were just looking at, the first appendix
5 listed is appendix 1, definitions?

6 A. Yes.

7 Q. That document we do have.

8 (Whereupon, Defendant's Exhibit 1013 was marked
9 for identification.)

10 BY MS. NEFF:

11 Q. I've marked for you as Exhibit 1013 to the
12 deposition appendix 1 to the revenue sharing agreement.

13 Would you turn with me, please, to the page
14 ending in 326. Are you there?

15 A. I am.

16 Q. Do you see that "patents" means all
17 intellectual property of the company, company meaning
18 Uniloc Luxembourg, Uniloc Corporation, Uniloc USA and DA
19 Investment Holdings?

20 A. Yes.

21 Q. The parties intended that Fortress' rights as
22 described in the revenue sharing and note and warrant
23 purchase agreement would attach to all of Uniloc
24 Luxembourg, Uniloc Corporation, Uniloc USA and DA
25 Investment Holdings' intellectual property, right?

1 A. Yes, that's what the document says.

2 (Whereupon, Defendant's Exhibit 1014 was marked
3 for identification.)

4 BY MS. NEFF:

5 Q. I've handed you our next exhibit.

6 A. Thank you.

7 Q. You recognize this as the third amendment to
8 the revenue sharing and note and warrant purchase
9 agreement, correct?

10 A. Yes.

11 Q. What was the general purpose of this amendment
12 from a business perspective?

13 A. To provide additional capital to the company.

14 Q. This agreement is between Uniloc entities and
15 Fortress entities, right?

16 A. That's what the document articulates, yeah.

17 Q. The Uniloc entities include Uniloc USA, Uniloc
18 Luxembourg, Uniloc Corporation and DA Investment
19 Holdings, correct?

20 A. The document speaks for itself.

21 Q. Am I, nevertheless, correct that those Uniloc
22 entities are listed as the Uniloc entities that are
23 parties to this amendment?

24 A. Yes.

25 Q. Uniloc USA is referred to as the issuer in this

1 document. Do you see that?

2 A. I do see that in the document.

3 Q. And this agreement refers to all of these
4 Uniloc entities collectively as "The Company". Do you
5 see that?

6 A. Point me to that. Sorry.

7 Q. This paragraph begins with a list of Uniloc
8 entities, and then at the end of that list says,
9 "Collectively with issuer" --

10 A. Yes.

11 Q. Okay. So the agreement refers to all of the
12 Uniloc entities collectively as "The Company," correct?

13 A. Yes.

14 Q. Fortress Credit Company, LLC is the collateral
15 agent, right?

16 A. That's what the document says.

17 Q. There are also two purchaser entities listed
18 here, right?

19 A. Yes.

20 Q. CF DB EZ, LLC and CF DB 2017, LLC. Do you see
21 that?

22 A. I do.

23 Q. What is CF DB EZ?

24 A. A Fortress managed fund.

25 Q. Do you have any relationship with CF DB EZ?

1 A. I work for Fortress Investment Group that
2 manages these funds, including this one.

3 Q. So CF DB EZ is one of the Fortress investment
4 funds that you manage; is that correct?

5 A. Correct.

6 Q. What is CF DB EZ 2017?

7 A. I believe it's a -- it's another -- it is
8 another Fortress managed fund.

9 Q. Do you have any relationship with CF DB EZ
10 2017?

11 A. I do.

12 Q. What is your relationship with them?

13 A. I am a tiny investor in that fund.

14 Q. Do you know who manages that fund at Fortress?

15 A. Which one?

16 Q. CF DB EZ 2017.

17 A. Fortress, as a management company. We all do.

18 Q. Does anyone in particular that you're aware of
19 with Fortress Investment Group have any affiliation with
20 CF DB EZ 2017 other than simply as a management company?

21 A. Not that I'm aware of.

22 Q. You drew a distinction between your
23 relationship with CF DB EZ and CF DB EZ 2017. Why did
24 you draw that distinction?

25 A. Because they're two different entities.